

PROTECTIVE COVENANTS AND EASEMENTS

Madeline Jacobson, owner of the following described tract of land, Eugene T. Jacobson, her husband, publish and declare said property subject to the following covenants:

Whom it may concern:

These covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 1970.

Lots 1 through 157 both inclusive, in Rei-Air Village, a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

A. Said lots shall be occupied and used for residential, single family dwellings exclusively, or for church or school purposes.

B. The ground floor area of any residence located in 2nd residential zoning shall be not less than 1300 square feet for a one story structure, and not less than 2500 square feet for a one and one half story or two story structure.

C. The ground floor area of any residence located in 4th residential zoning shall be not less than 1200 square feet for a one story structure, and not less than 2000 square feet for a one and one half or two story structure.

D. No building shall be located on any lot nearer to the front line of a building except a detached garage, nearer to the front line than the city code of Omaha, Nebraska shall permit.

E. All residential structure built must have a one car garage either attached or in back.

G. Plans for structure to be built must be presented to Madeline Jacobson or to an appointed member of Bel-Air Realty Co. For inspection and approval before building is commenced.

H. A perpetual license is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair, and renew poles with necessary supports, sustaining wires, cross arms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five foot strip of land adjoining the rear ~~end~~ ^{side} lines of said lots in said addition; said license being granted for the use and benefit of all present and future owners of lots in said addition.

I. No trailer, basement, tent, snack, storage barn or other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

J. No vicious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

K. Each and every lot shall have an individual septic tank of not less than 1000 gallons in capacity and 200 lin. feet of lateral, and shall be in accordance with the City of Omaha and State of Nebraska Health and Sanitation Department and shall be inspected and approved by their appointed inspectors.

Dated this 19th day of May, 1959,

Signed

Madeline Jacobson

Madeline Jacobson

Engene V. Jacobson

Engene V. Jacobson

Subscribed and sworn to me this 19th day of May, 1959, before the undersigned Notary Public within and for Douglas County, Nebraska.

OTARY PUBLIC

My commission expires December 31, 1960.

OTARY
1959-1960
OCT 1959

21. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 DAY *May* 1959 AT 2:03 P.M. M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

41.75

STATE OF NEBRASKA)

COUNTY OF DOUGLAS

John F. McCormack, being first duly sworn, on oath,
 deposes and says that by Warranty Deed, dated December 23, 1954 and filed for
 record December 23, 1954 in Book 959 at Page 625 of the Deed Records of Douglas
 County, Nebraska, this affiant and Helen F. McCormack, his wife, became vested
 with fee simple title to Lot 7, Block 3, Wilson Gardens, an addition to the City
 of Omaha, as surveyed, platted and recorded, and a parcel of land described as
 follows, to-wit: Beginning at a point at the Southeast corner of Lot 7, Block 3,
 Wilson Gardens, and from thence in a Southwesterly direction 15 feet along 48th
 Avenue, and from that point in a Southwesterly direction to the Southwest corner
 of Lot 7, Block 2, Wilson Gardens, and thence East to the place of beginning.
 Said parcel being a portion of Lots 14 and 15, Block 16, Sections 3, Ninebaugh's
 Highland Park, an addition to the City of Omaha, as surveyed, platted and recorded,
 Douglas County, Nebraska, and that Helen McCormack, one of the executors in a
 warranty deed, dated April 22, 1959, and recorded May 7, 1959 in Book 1060 at
 page 63 of the Land Records of Douglas County, Nebraska, is another the same
 person as Helen F. McCormack in the first above described place.

Further, affiant says he is not.

Subscribed and sworn to before me, Notary Public, this 14th day of May, 1959.

My commission expires July 19, 1959.

Notary Public

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 11 19 59 May 19 1959 10 1 P.M. THOMAS J. O'GORMAN, REGISTER OF DEEDS

Lots 1 through 157 inclusive, page 34 of 647

RECORDED IN THE OFFICE OF THE CLERK - covering Lots 1 in Bel Air Village

(Madeline Jacobson, Plaintiff and
Eugene J. Jacobson, her husband)

TO

how it may concern.

Additional paragraph, to be known as Paragraph "B", an
amendment to protective covenants and easement dated 12-12-1951
and recorded as, 19th, 1955, in book 102, page 105, contains the
recorded protective covenants, herein referred to as "the
covenants".

I. Owner or contractor to be responsible for repairing
streets when cut open for water, gas, or drainage purposes heavy
equipment, on any lot covered by these protective covenants.

Dated this 1st day of July, 1955.

*W. H. Johnson, Notary Public
Englewood, Colorado*

Subscribed and sworn to me this 14th day of May, 1960, before the
undersigned Notary Public within and for the State of Colorado,

John P. Peiffer



SEARCHED AND SERIALIZED AND INDEXED AND FILED IN THE CLERK'S OFFICE IN COOKING SPRINGS, TEXAS.

John P. Peiffer, Notary Public, State of Colorado

Part A PREAMBLE

January 2, 1962

PROTECTIVE COVENANTS AND AGREEMENT

Madeline Jacobson Properties, Inc., a Nebraska Corporation,
Madeline Jacobson, owner of the following described tract of land
and Eugene V. Jacobson, her husband, publish and declare said
property subject to the following covenants:

to
whom it may concern.

Part B GENERAL PROVISIONS

These covenants are to run with the land and shall be binding
on all present and future owners of all or any part of the following
described real estate until January 2, 1982.

Lot 240 through and including Lot #01 in Bel-Air Village,
a subdivision in Douglas County, Nebraska.

If the present or future owners of any of said lots or their
grantees, heirs, or assigns, shall violate or attempt to violate
any of these covenants, it shall be lawful for any other person or
persons owning any part of said real estate to institute any pro-
ceedings at law or in equity against the person or persons violating
or attempting to violate any such covenant and either to prevent
him or them from doing so or to recover damages or other dues for
such violation.

Invalidation of any of these covenants by judgment or court
order shall in no way effect any of the other provisions, which
shall remain in full force and effect.

Part C RESIDENTIAL AREA COVENANTS

1. No lot shall be used except for residential purposes.
No building shall be erected, altered, placed or permitted to re-
main on any lot other than one detached single family dwelling
not to exceed two stories in height, (NOTE:) Only one family
dwelling except in a case that the size of the lot permits a
duplex, (two family), that meets all city of Omaha Building Code
requirements for a duplex in 5th residential zoning.

2. In any case, no dwelling shall be permitted on any lot described herein, having a ground floor square foot area of less than 900 square feet in the case of a one-story structure, not less than 750 square feet in the case of a one and one half or two story structure, exclusive of porches and garages, except in the case of split entrance type of construction wherein a portion of the ground floor area is below grade or in the basement, in which event 750 square feet must be the minimum ground floor area and 150 square feet the minimum area below grade or in the basement, making a total of 900 square feet of finished, habitable area.

3. In any event, no building shall be located on any lot nearer than 35 feet to front lot line, or 17½ feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. No building shall be located on any interior lot nearer than 25 feet to rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. (NOTE: Sideyard and setback requirements must meet all City of Omaha Building Code requirements.)

4. Plans for structure to be built must be presented to Madeline Jacobson or to an appointed member of Bel-Air Realty Co., for inspection and approval before building is commenced, this paragraph No. 4 will remain in force until this land is completely developed, meaning, no vacant lots.

5. A perpetual licence is hereby reserved in favor of and granted to the Northwestern Bell Telephone Company and the Omaha Public Power District, their successors and assigns, to erect and operate, maintain, repair, and renew poles with necessary supports instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over and upon a five foot strip of land adjoining the rear and side lines of said lots in said addition; said licence being granted for the use and benefit of all present and future owners of lots in said addition.

c. No noxious or offensive activity shall be carried on or upon any lot, nor shall any thing be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected upon, or used, on any lot at any time as a residence, either temporarily or permanently.

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8. Dwellings constructed in another addition or location shall not be moved to any lot within this addition.

9. Public concrete sidewalks, four feet wide by four inches thick shall be installed in front of each improved lot and on side street of improved corner lots, by each individual owner of the lot at time of construction, this sidewalk to be 5'-0" inside of curbline.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

11. Owner or contractor to be responsible for repairing streets when cut open for water, gas and sewer, or done by heavy equipment, on any lot covered by these protective covenants.

Dated this 2nd day of January 1962,

s- Madeline Jacobson Properties, Inc.

Madeleine Jacobson

Subscribed and sworn to me this 2nd day of January, 1962, before
the undersigned Notary public within and for Douglas County, Nebraska.

My commission expires December 1st, 1986. Notary Public.

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